

INVITATION FOR BIDS



Howard County, Maryland
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, Maryland 21046

COMMODITY CONTRACT FOR COLD MIX, HIGH PERFORMANCE

BID NUMBER: 2011-34

OPENING: DECEMBER 22, 2010 @ 11:00 A.M.

BUYER: Helen M. Ashley, Senior Buyer

PHONE: (410) 313-6378

EMAIL: hashley@howardcountymd.gov



Formal IFBs and IFB Results are available on the Website:
www.howardcountymd.gov/purchasing

TABLE OF CONTENTS

DOCUMENT A – KEY INFORMATION SUMMARY

DOCUMENT B – PURCHASE ORDER TERMS AND CONDITIONS

DOCUMENT C – GENERAL CONDITIONS

1. Definitions
2. Reservations
3. Competition
4. Period of Validity
5. Delivery
6. Protest
7. Disputes
8. Authority
9. Fair Labor Standards Act
10. Cash Discounts
11. Unit Prices
12. Non-Waiver
13. Patents
14. Maryland Registration
15. Availability of Funds
16. Integration and Modification
17. Non-Assignment of Agreement
18. Public Information/Proprietary/Confidential Information
19. Cooperative Purchase
20. Environmentally Preferable Products

DOCUMENT D – SPECIFICATIONS

1. Scope
2. Inquiries and Addenda
3. Agreement Period
4. Price Adjustment
5. Asphalt Index Adjustment
6. Exclusivity
7. Estimated Quantities
8. Indemnity
9. Method of Ordering
10. Method of Award
11. Location of Contractor
12. Pick-Up of Materials
13. Billing and Payment
14. Guarantee
15. Packaging

DOCUMENT E – TECHNICAL SPECIFICATIONS

1. Testing of Materials

2. Specifications

DOCUMENT F – SUBMISSION REQUIREMENTS

1. Instructions
2. Bid Documents
3. Recycled Paper
4. Sample Invoice
5. Exceptions

DOCUMENT G – PRICE PAGE

DOCUMENT H – ENVIRONMENTALLY PREFERABLE PRODUCTS

DOCUMENT I – AFFIDAVIT

DOCUMENT J – EQUAL BUSINESS OPPORTUNITY PARTICIPATION

Exhibit I, Sample Invoice

**IMPORTANT: ADVISE THE ISSUING OFFICE IMMEDIATELY
IF ANY OF THE ABOVE DOCUMENTS ARE NOT ENCLOSED.**

DOCUMENT A

KEY INFORMATION SUMMARY

IFB Number:	2011-34
IFB Name:	Commodity Contract for Cold Mix, High Performance
Issue Date:	December 6, 2010
Buyer:	Helen M. Ashley, CPPB hashley@howardcountymd.gov 410-313-6378
Pre-Bid Date:	N/A
Pre-Bid Location and Registration:	N/A
Questions Due and to Whom:	Questions due no later than 4:00 p.m. on December 15, 2010 Submit questions to: Helen M. Ashley at hashley@howardcountymd.gov Questions must be submitted to the Buyer at the email address listed above.
Bid Due:	December 22, 2010 @ 11:00 a.m.
Mail/Deliver Bids to the Issuing Office:	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370
Agreement Term:	One year with six renewals.
Bid Deposit/ Performance Bond:	N/A
EBO Subcontracting Participation:	Yes

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact the Equal Business Opportunity Coordinator at 410-313-6370.

IMPORTANT NOTICE REGARDING ADDENDA

Addenda to solicitations often occur prior to bid opening. It is the potential Contractor's responsibility to frequently visit the Office of Purchasing web site for updates to solicitations.

www.howardcountymd.gov/purchasing

DOCUMENT B

PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions apply to all Purchase Orders issued by Howard County and are applicable to all purchases made as a result of this solicitation.

- 1 No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
- 2 The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
- 3 The terms and conditions of sale as stated in this Purchase Order govern in the event of conflict with any terms of the Contractor's bid, and are not subject to change by reason of any written or verbal statements by the Contractor or by any terms stated in the Contractor's acknowledgement without prior written authority from the Office of Purchasing.
- 4 If the price is omitted on the Purchase Order, except where the Purchase Order is given in acceptance of quoted prices, it is agreed that Contractor's price will be the lowest prevailing market price and in no event is this Purchase Order to be filled at higher prices than last previously quoted or charged without prior written authority from the Office of Purchasing.
- 5 If requested, the Contractor shall acknowledge the order promptly and provide a delivery date.
- 6 Invoices must show Delivery Address and Purchase Order number, and indicate if it represents partial or complete billing. Separate invoices must be rendered for each Purchase Order. Invoices shall include the following information:
 - 6.1 Contractor's name;
 - 6.2 Address;
 - 6.3 Federal tax identification number;
 - 6.4 Contract number, if applicable (the first two digits are 44XXXXXXXXXX);
 - 6.5 Purchase Order number (the first digit is 2XXXXXXXXXX);
 - 6.6 Contract line number, if applicable;
 - 6.7 Unit price and extended price (if applicable, the unit price must match a line on the Contract); and
 - 6.8 Description of goods provided and/or services performed.
- 7 The County has the right to refuse to make payment on any invoice unless and until verification of receipt by the County can be determined. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights.
- 8 No freight/delivery/fuel charges will be paid by the County unless specifically provided for in the Purchase Order.
- 9 The County will not pay for packaging, boxing or cartage. Damage resulting from improperly packaged material will be charged to the Contractor.
- 10 The County reserves the right to cancel this Purchase Order or, any part thereof, without obligation, if delivery is not made or services completed at the time(s) specified.
- 11 This Purchase Order shall be governed and construed in accordance with the law of the State of Maryland without regard to any choice of law principles.

- 12 All deliveries and services furnished under this Purchase Order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the Contractor. If the County does not desire replacement, the Contractor shall issue a full credit.
- 13 Requirement as to Materials, Contractor's Responsibilities and Warranties:
- 13.1 The Contractor warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this Purchase Order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees, upon request, to furnish the County a certificate of compliance in such forms as the County may require.
- 13.2 The Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and Contractor agrees to hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
- 14 The quantity of materials, and/or services, must not be exceeded without prior written authority from the Office of Purchasing.
- 15 Substitutions are not allowed without prior written authority from the Office of Purchasing.
- 16 If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.
- 17 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, the Contractor will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
- 18 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or properties, suits or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Purchase Order by the Contractor or anyone under agreement with the Contractor to perform duties under this Purchase Order. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials. Any property or work to be provided by the Contractor under this Purchase Order will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 19 Liability for Damage: If this Purchase Order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that:
- 19.1 Mechanic's Liens: The Contractor will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law.

- 19.2 Casualty Losses: The work will remain at the Contractor's risk prior to written acceptance by the County and the Contractor will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatever.
- 19.3 Injury to Employees: The Contractor will indemnify, save harmless and defend the County from all liability for loss, damage or injury to person or property in any manner arising out of, or incident to, the performance of this Purchase Order.
- 19.4 Workmen's Compensation: The Contractor will indemnify, save harmless and defend the County from any and all claims, demands or suits made or brought against the County on account of any of the terms or provisions of the Workmen's Compensation Law of the State in which said work is to be performed, effective on the date of the Purchase Order and subsequent amendments.
- 20 Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Contractor including any proceedings under the Chandler Act, or in the event of the appointment, with or without the Contractor's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.
- 21 Equal Employment Opportunity: The County requires that the Contractor not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, sexual orientation or personal appearance. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. The Contractor warrants that, within the previous 12 months, it has not engaged in unlawful employment practices as set forth in Section 12.208 of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
- 22 Material Safety Data Sheet (MSDS): If the work to be performed under this Purchase Order requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a MSDS must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 23 Termination
- 23.1 Termination for Convenience: The County may terminate this Purchase Order, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Purchase Order, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Purchase Order. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

DOCUMENT C

GENERAL CONDITIONS

1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Office of Purchasing website.)
- 1.2 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 1.3 Bid – All information submitted by the Contractor in response to this solicitation
- 1.4 Bidder – Any entity that submits a response to this IFB
- 1.5 Buyer – The County's Purchasing Representative for the resulting Agreement
- 1.6 Agreement – The Invitation For Bid documents and any addenda, the Contractor's response to this solicitation, and subsequent Purchase Orders
- 1.7 County – Howard County, Maryland
- 1.8 County Purchasing Agent – The Chief Administrative Officer for the County
- 1.9 Contractor – Any bidder; most often the successful bidder
- 1.10 Designee – Specifically appointed alternate signatory or decision maker
- 1.11 Invitation For Bid (IFB) – All documents identified in the Table of Contents, including any addenda
- 1.12 County's Technical Representative – The County's representative that serves as the technical manager for the Agreement
- 1.13 Equal Business Opportunity (EBO) – The County's minority business enterprise program
- 1.14 Issuing Office – The Howard County Office of Purchasing
- 1.15 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- 1.16 Solicitation – The Invitation For Bid
- 1.17 User Agency – County department or office for which goods and/or services are being purchased

2 RESERVATIONS:

- 2.1 The County Purchasing Agent or Designee reserves the right to reject any or all bids or parts of bids when, in the County Purchasing Agent's/Designee's reasoned judgment, the public interest will be served thereby.
- 2.2 The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in bids as the interest of the County may require.
- 2.3 The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.
- 2.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's/Designee's judgment, be in the best interest of the County.
- 2.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.

- 2.6 Bids which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected.
- 3 **COMPETITION:**
- 3.1 The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in this solicitation is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications unless otherwise stated in the solicitation.
- 3.2 A Contractor may offer only one price on each item. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor. Alternate bids are prohibited and will be rejected.
- 4 **PERIOD OF VALIDITY:** Unless otherwise specified, all formal bids submitted shall be irrevocable for 120 days following the bid opening date, unless the Contractor, upon request of the County Purchasing Agent or Designee, agrees to an extension. Bids may not be withdrawn during this period.
- 5 **PROTEST:** Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within ten days. The County Purchasing Agent's/Designee's decision relative to the protest shall be final.
- 6 **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent or Designee shall be final and binding on all parties. All other disputes arising under or related to the Agreement will be resolved, to the extent possible, by negotiation and settlement between the parties. Pending resolution, the Contractor shall proceed diligently with performance of the Agreement unless otherwise directed in writing by the County Purchasing Agent or Designee.
- 7 **AUTHORITY:** Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.
- 8 **FAIR LABOR STANDARDS ACT:** All goods shipped against this order must be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended including Section 6, 7 and 12, and regulations and orders issued under Section 14 thereof.
- 9 **CASH DISCOUNTS:** If applicable, cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of bid pricing. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.

- 10 UNIT PRICES: Unless the Contractor clearly shows that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly.
- 11 NON-WAIVER: Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 12 PATENTS: If applicable, the Contractor shall defend any suit or proceeding brought against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this Agreement which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part is enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 13 MARYLAND REGISTRATION: Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation (DAT) website at: www.dat.state.md.us/ or by calling (410) 767-1340 or Toll Free (888) 246-5941.
- 14 AVAILABILITY OF FUNDS: The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- 15 INTEGRATION AND MODIFICATION: This solicitation, the Contractor's response to this solicitation, subsequent Purchase Order(s), and, if applicable, the legal Agreement represents the entire understanding between the parties. Any additions or modifications shall only be made in writing and executed by both parties.
- 16 NON-ASSIGNMENT OF AGREEMENT: Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under the resulting Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall the resulting Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- 17 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:
 - 17.1 The County operates under a public information law, which permits access to most records and documents.

- 17.2 Bids will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the bid to facilitate public inspection of the nonconfidential portion of the bid. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.
- 18 COOPERATIVE PURCHASE:
- 18.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.
- 18.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.
- 19 ENVIRONMENTALLY PREFERABLE PRODUCTS: The County shall give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products. The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

DOCUMENT D

COMMODITY CONTRACT FOR COLD MIX, HIGH PERFORMANCE

SPECIFICATIONS

- 1 SCOPE: Howard County, Maryland, (the “County”), seeks a qualified Contractor (the “Contractor”), to furnish Cold Mix, High Performance (5610-09-000-0371): UPM, National Paving’s Perma Patch, Seaboard Asphalt Bond-X, in accordance with the following terms, conditions, and specifications.
- 2 INQUIRIES AND ADDENDA:
 - 2.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be addressed in writing to the Buyer and delivered no later than the date shown in the Key Information Summary, Document A.
 - 2.2 Addenda to solicitations often occur prior to bid opening, sometimes within a few hours of the opening. It is the potential Contractor’s responsibility to frequently visit the Office of Purchasing website at www.howardcountymd.gov/purchasing to obtain Addenda.
 - 2.3 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the County Purchasing Agent or Designee.
- 3 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about February 15, 2011 after approval and proper execution of the Agreement documents, with a renewal option for six additional years in one-year increments, exercisable at the sole discretion of the County Purchasing Agent or Designee.
- 4 PRICE ADJUSTMENT:
 - 4.1 Prices offered shall remain firm against any increase for one year from the effective date of this Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor’s responsibility to notify the Issuing Office in advance of any anticipated price changes.
 - 4.2 Requests for price adjustments must be submitted to the Issuing Office, not the User Agency.
 - 4.3 Requests for price adjustments must be accompanied by bona-fide manufacturer’s documents or price lists reflecting the changes. Increases shall be limited to the actual cost increase to the Contractor. The County reserves the right to accept or reject the request for price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
 - 4.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County’s best interest. If the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County’s sole discretion.

- 4.5 In the event of any decrease in price either by the manufacturer or if the Contractor shall charge a lower price to other customers, the County shall be notified promptly and receive such decrease.
- 5 ASPHALT INDEX ADJUSTMENT: The cost of the high performance cold mix will include adjustments as per the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction & Materials, 2008 Manual, Section 504.04.01, Price Adjustment for Asphalt Binder.
- 6 EXCLUSIVITY:
- 6.1 The County is obligated during the period stipulated to purchase all of its normal requirements from the Contractor and the Contractor shall be obligated to furnish the goods and/or services as stated.
- 6.2 Should a need arise for supplies or services which are not available in the timeframe required by the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the Agreement.
- 7 ESTIMATED QUANTITIES: The estimated quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated.
- 8 INDEMNITY: If a contract is awarded, the successful Contractor will be required to indemnify and hold the County harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Contractor's performance of the contract awarded. Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 9 METHOD OF ORDERING:
- 9.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County. Purchase Orders issued against the Agreement, even if not completed within the term of the Agreement, shall continue to be bound by the terms and conditions until completion.
- 9.2 Small purchases may also be made by the County's procurement card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.
- 10 METHOD OF AWARD: The County intends to award the lowest responsive and responsible Contractor meeting the specifications for the Total Bid Price, Price Page, Bid Document "D".
- 11 LOCATION OF CONTRACTOR: The Contractor must be located within a 10 mile radius of the Cooksville Highways Maintenance Facility located at 14212 Frederick Road, Cooksville, MD 21723, for cost effective travel and time-consumption of man-hours for material pick-up.

12 PICK-UP OF MATERIALS:

- 12.1 Material (by the ton) must be available for County pick-up within three business days after receipt of order. If material is not available for pick-up three days after receipt of order, the County reserves the right to procure the supplies/materials elsewhere on the open market, in which event, the extra cost of procuring the supplies/materials may be charged against the Contractor and deducted from any monies due or which may become due.
- 12.2 If the Contractor is unable to supply requested supplies/materials within the designated time due to factory delay, strike, or any unforeseen circumstances, the Contractor must notify the County of the delay and the anticipated availability date. Failure to comply with this requirement will result in a poor performance rating which is considered in subsequent awards.
- 12.3 Failure to provide supplies/materials as specified may result in written termination of this contract.
- 12.4 The supplies/materials will be inspected by County personnel for freshness and workability prior to placing an order for material pickup. The Contractor must produce fresh product (High Performance Cold Mix) at a minimum of every three business days so product is of the highest quality/workability for roadway maintenance requirements.

13 BILLING AND PAYMENT:

- 13.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to the Department of Public Works, Bureau of Highways, 4301 Route 32, Dayton, Maryland 21036. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt.
- 13.2 Each invoice shall include the following information:
 - 13.2.1 Contractor's name;
 - 13.2.2 Address;
 - 13.2.3 Federal tax identification number;
 - 13.2.4 Contract number (the first two digits are 44XXXXXXXXX);
 - 13.2.5 Purchase Order number (the first digit is 2XXXXXXXXXX);
 - 13.2.6 Contract line number;
 - 13.2.7 Unit price and extended (the unit price must match a line on the contract); and
 - 13.2.8 Description of goods provided and/or services performed.

- 13.3 The proper form of County invoices requires that the information enumerated above be included on all invoices. In order to facilitate prompt payment, invoices must contain the prescribed information in order to be successfully entered into the County's financial system. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.
- 13.4 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.
- 13.5 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements for which this payment vehicle is appropriate.
- 13.6 Delivery tickets signed by authorized County personnel shall accompany invoice.
- 13.7 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorized by the head of the department or their designee.
- 13.8 All amounts, costs, or prices referred to herein pursuant to this Agreement shall be United States of America currency.
- 13.9 Please provide a sample invoice with response. See Exhibit I for sample invoice.
- 14 GUARANTEE:
 - 14.1 The material shall remain workable, in an uncovered stockpile, for a period of not less than 12 months.
 - 14.2 Repaired potholes shall not show any significant signs of shoving, rutting, tracking, kick-up, or ravel-out within a period of 12 months from the time of repair.
 - 14.3 In the event the material furnished does not meet all of the above requirements, Contractors shall replace the unsatisfactory with approved material at the County's option.
 - 14.4 In the event that the replacement option is exercised, the Contractor shall be required to remove the unused portion of the unacceptable material at no expense to the County and deliver an equal quantity of acceptable material. The material shall be delivered to the location designated by the County within 10 days from the date of written notification from the County. The acceptable material shall be provided and delivered at no extra charge to the County.
- 15 PACKAGING: When practical, all Contractors must package and ship all products purchased by the County in packaging and containers made of recyclable or biodegradable materials. Contractors are encouraged to eliminate packaging or use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.

DOCUMENT E

TECHNICAL SPECIFICATIONS

1 TESTING OF MATERIALS:

- 1.1 Materials will be subject to assurance and acceptance testing by the County at such locations with such frequency as deemed appropriate.
- 1.2 The point or points of sampling will be those points at which required physical or chemical properties are to be met. It is intended that insofar as it is practical, these points will be the points in the productive process just prior to inclusion into the work or into combination with other materials. It is also intended that sampling and testing be conducted in such a manner and at such points as to minimize interference with the maintaining of an efficient schedule by the Contractor. Where the nature of the work precludes the attainment of both of these ends simultaneously, the County will designate the points of sampling in a manner so as to insure that specifications are met.
- 1.3 Although it is required that all materials will conform to the specified values for all properties, the County may designate different points of sampling and different sampling intervals for separate characteristics of any material.
- 1.4 The Contractor will assist in the sampling of materials and will make provision for safe and reasonable access.
- 1.5 Where possible, the County may elect to sample test lots of material at the point of manufacture. In this event, lots may be given approval and so marked by the County where practical. This procedure assumes that consistent production and appropriate storage, handling, and shipping practices are maintained by the Contractor. Such approval does not preclude subsequent inspection, sampling, and testing of materials at the delivery site.
- 1.6 Acceptance or rejection shall be predicated on inspection and/or testing of materials or material samples on or from the job site where results differ with assurance test results of the same materials at other locations.
- 1.7 The County may refuse to carry out re-sampling and testing of materials which have been shown to be defective by normal sampling and testing routines where the Contractor is not providing adequate control testing.

2 SPECIFICATIONS:

- 2.1 Seaboard Asphalt Products Company:
 - 2.1.1 The Contractor shall produce the Seaboard Bond-X High Performance Cold Mix in conformance with the manufacturer's specifications. The manufacturer is Seaboard Asphalt Products Company at 3601 Fairfield Road, Baltimore, MD 21226, (800) 536-0332 or (410) 355-0330, Fax (410) 355-5864.
 - 2.2.2 The County requires the aggregate size in this mix to be HE-6 due to product workability, or upon request, #8 stone.

2.2.3 All cold mix produced by the Contractor shall comply with the test results computed by an outside laboratory provided by the manufacturer.

2.2 Seaboard Bond-X:

2.2.1 Description: Seaboard Bond-X High Performance Cold Mix is a permanent patch used to fill potholes or construction openings in bituminous surfaces. This material is capable of being applied in wet conditions where the temperature ranges from -15°F to 100°F. This material is stockpiled for over one year when the asphalt and aggregate are manufactured by the prescribed method.

2.2.2 Liquid Asphalt: Seaboard Bond-X High Performance Cold Mix liquid asphalt with chemical anti-stripping additives conforming to requirements of ASTM-D-1664 and ASTM-D-2027 modified as follows:

2.2.2.1 Flash Point: 175°F Minimum

2.2.2.2 Sybolt Furol Viscosity at 140°F: 200-500 SEC

2.2.2.3 Water: 0.2% Maximum

2.2.2.4 Distillate Test: To 437°F: None
To 500°F: 0-15%
To 600°F: 15-75%

2.2.2.5 Residue at 680°F: 73-90%

2.2.2.6 Residue Tests: Penetration at 77°F: 150-300
Ductility at 77°F: 100 cm Minimum
Solubility in Trichloroethylene: 99% Minimum

2.2.3 Aggregates: Seaboard Bond-X High Performance Cold Mix shall consist of crushed limestone or a submitted and approved by Seaboard equivalent following under ASTM-C-136.

Gradation Analysis	Cumulative Passing
3/8"	90-100%
#4	10-60%
#8	5-30%
#16	0-10%
#50	0-5%
#200	0-3%

ASTM-C-88	Soundness Loss	12% Maximum
ASTM-C-131	Los Angeles Abrasion Loss	45% Maximum
ASTM-C-117	-200 Sieve Wash Loss	2.5% Maximum
ASTM-C-127, 128	Absorption	1-3% Maximum
ASTM-C-127, 128	Specific Gravity	2.45-2.75% Maximum
ASTM-C-123	Soft Aggregates	5% Maximum

- 2.2.4 Plant Preparation: Seaboard Bond-X High Performance Cold Mix shall be applied to aggregate that is dry and free of all foreign matter. The aggregate shall not exceed a temperature of 170°F. The liquid asphalt temperature shall range from 165°F-235°F for production.
- 2.2.5 Mixture: Seaboard Bond-X High Performance Cold Mix shall consist of an aggregate and asphalt combined in a pug mill in the following proportions and meeting these minimum test requirements:
 - 2.2.5.1 Asphalt: 4.5-6%
 - 2.2.5.2 Aggregate: 95-94.5%
 - 2.2.5.3 Coating and stripping above 95%
 - 2.2.5.4 Extraction of asphalt ASTM-D-2171: 3-9% maximum
 - 2.2.5.5 Stockpilability of one year minimum

DOCUMENT F

SUBMISSION REQUIREMENTS

1 INSTRUCTIONS:

- 1.1 All bids must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time.
- 1.2 All bids must be signed by an authorized officer or agent of the Contractor submitting the bid and delivered in sealed envelopes or cartons to the Issuing Office no later than the time and date indicated. Bids received after the time and date indicated will not be accepted or considered.
- 1.3 The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.
- 1.4 Each bid shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.5 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify the County Purchasing Agent or Designee in writing not later than five days prior to the scheduled opening of bids. Exceptions taken do not obligate the County to change the specifications. The County Purchasing Agent or Designee will notify all Contractors of any changes, additions or deletions to the specifications by addenda posted on the Office of Purchasing web site (www.howardcountymd.gov/purchasing).

2 BID DOCUMENTS: The required bid documents shall be submitted, in duplicate (original and one copy), to the Issuing Office no later than the opening date and time specified in Document A. Failure to return required documents may be cause for rejection of the bid. This solicitation requires the return of the following documents:

- 2.1 Bid Document “G”, (Price Pages),
- 2.2 Bid Document “H” (Environmentally Preferable Products),
- 2.3 Bid Document “I” (Affidavit),
- 2.4 Bid Document “J” (Equal Business Opportunity Participation)

3 RECYCLED PAPER: Contractors are encouraged to submit responses to this solicitation on recycled and recyclable paper, printed on both sides, where practicable.

4 SAMPLE INVOICE: Contractors are required to provide a sample invoice with the bid response. The sample invoice shall contain the details enumerated in Document D, Paragraph 13.2.

- 5 **EXCEPTIONS:** If the Contractor cannot meet the terms, conditions and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement means that the Contractor agrees to all terms, conditions and specifications.

DOCUMENT G
PRICE PAGE NO. 1

TITLE: Commodity Contract for Cold Mix, High Performance

TO: HOWARD COUNTY OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

COMPANY NAME: _____

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.: _____

ADDRESS: _____

(City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

Is the company a certified Minority-, Women-, or Disabled-Owned Business Enterprise? ☐ YES ☐ NO
If yes, indicate the type of minority ownership:

☐ African American ☐ Asian American ☐ Disabled ☐ Eskimo
☐ Female ☐ Hispanic ☐ Native American

If yes, indicate the certification(s) held:

☐ Howard County Government ☐ MD Dept. of Transportation ☐ City of Baltimore ☐ Other

Certification Number(s) and Expiration Date(s): _____

Does the company have a written non-discrimination policy which includes race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity and expression, personal appearance, familial status or source of income? ☐ YES
☐ NO

The County Purchasing Agent or Designee reserves the right to request such documentation, if desired, at a later date.

Payment Terms: _____ All deliveries shall be F.O.B. Destination, Inside Delivery. (The payment terms shall be considered net 30 days unless otherwise indicated. The payment terms will be considered in determining the award.)

The company will accept Visa procurement cards: ☐ Yes ☐ No

DOCUMENT G
PRICE PAGE NO. 2

COMPANY NAME: _____

(Contractors are prohibited from charging any additional fees over and above their bid prices to process payments on procurement cards. This will be considered in determining the award.)

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

☐ We wish to submit a "NO BID" at this time, but request that our company remain on the Contractors list for future solicitations.

TOTAL BID PRICE \$ _____

**THE PERSON SIGNING THE PRICE PAGE MUST INITIAL ANY
ALTERATIONS IN FIGURES IN INK.**

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

DOCUMENT G
PRICE PAGE NO. 3

COMPANY NAME: _____

TITLE: _____ Commodity Contract for Cold Mix, High Performance _____

NIGP CODE/PRODUCT CODE: _____ 74577 _____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE – PICK UP (2 Decimal Places Only**)	EXTENDED PRICE*
1	Cold Mix, High Performance, UPM, National Paving's Perma Patch, Seaboard Asphalt's Bond-X, 5610-09-000-0371	800 Tons	\$ _____ . ____	\$ _____ . ____

* This figure should appear as Total Bid Price, Price Page No. 1

** Please note that prices shall only have **TWO DECIMAL PLACES**. The County's financial system will not allow more than two decimal places, adjust responses accordingly.

INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing to be successfully entered into the County's financial system. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Please submit a sample invoice with the response.

DOCUMENT H

PURCHASE OF RECYCLED AND ENVIRONMENTALLY PREFERABLE PRODUCTS, SERVICES AND EQUIPMENT

(Must be completed, signed, and submitted with the bid.)

This documentation will assist the County in the maximizing the procurement of goods made from recycled, recyclable and environmentally preferred materials when such goods can be reasonably obtained or substituted for products made from virgin materials. Environmentally Preferred Products and Services are defined as products and services that have a lesser or reduced effect on human health and the environment when compared to competing products and services that serve the same purpose. This applies to raw material acquisition, as well as product manufacturing, distribution, use, maintenance and disposal.

Environmentally Preferred Products (EPPs) include, but are not limited to, recycled materials (asphalt, tires, paper), low or no VOC paint, non-toxic dyes, designated green certified cleaning products, low emission vehicles, etc. The County will give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products (EPPs). The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law. For clarification of any terms used below, please contact the Office of Purchasing, (410) 313-6370.

The goods being bid:

- ☐ are made from recycled, recyclable or are considered to be environmentally preferred materials. Specify what was reused, recycled or environmentally preferred: _____
- _____
- _____
- ☐ represent ___% post-consumer waste.
- ☐ represent ___% pre-consumer waste.
- ☐ do not contain any recycled materials.
- ☐ have a 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc. Please provide dates of completion and certificate numbers as appropriate: _____
- ☐ are in the process of achieving 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc.
- ☐ have no 3rd party certification.

If the goods specified in this solicitation are new, could the County purchase remanufactured or reusable goods that would perform the same function equally to new goods? ☐ Yes ☐ No

If "yes", please provide specifics as to the remanufactured or reusable substitute goods, including prices for the remanufactured or reusable substitutes _____

If "no", please explain why not: _____

Does the company have an environmental (and/or social) responsibility statement? ☐ Yes ☐ No

The County Purchasing Agent or Designee reserves the right to request such documentation, if desired, at a later date.

DOCUMENT I

AFFIDAVIT

(Must be completed, signed, and submitted with the bid.)

Contractor _____

Address _____

Telephone _____ Bid Number _____

I, _____, the undersigned, _____ of the above named Contractor
(Print Signer's Name) Print Office Held)

does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in the
(Month) (Year)

above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

PRINTED NAME

TITLE

DOCUMENT J

EQUAL BUSINESS OPPORTUNITY PARTICIPATION

NOTICE TO PRIME CONTRACTORS 10% SUBCONTRACTING GOAL ON AGREEMENTS VALUED AT \$50,000 OR MORE

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a total Agreement award is \$50,000 or more, the Prime Contractor shall make a genuine good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program's 10% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves minority-owned firms. The percentage requirement may vary if the Agreement is funded by a federal or state agency. Prime Contractors shall submit the following completed *Equal Business Opportunity Schedule of Participation* with the bid. While the County requests that Contractors identify their subcontractors at the time bids are submitted; the County acknowledges that sometimes Contractors may need to change their subcontractor(s). Changes in subcontractors may be made by providing written notification to the Office of Purchasing EBO Coordinator, of the change prior to award. After Agreement award, changes in subcontractors require the written approval of the EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the Agreement. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 10% subcontracting goal. The website addresses for lists of minority businesses are:

http://www.howardcountymd.gov/Purchasing/Purchasing_EBO.htm
http://www.mdot.state.md.us/MBE_Program/index.html
<http://cityservices.baltimorecity.gov/mwboo>

PRIME CONTRACTOR INVOICING REQUIREMENTS

Prime Contractors shall use the following County standard *Invoice* that will record EBO participation. If there is no EBO participation in a particular billing cycle due to the nature of the goods or services provided, that must be noted on the invoices as well. Even though Prime Contractors may have their own invoice forms, the County's form must be used, either in place of or in addition to the Contractor's invoice form, so that County can track compliance of EBO participation in a standard and consistent manner. The form is available for download on the Office of Purchasing web site at www.howardcountymd.gov/purchasing.

Prime Contractors failing to achieve the EBO program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* (available from the Office of Purchasing) and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare Agreements after a determination that the Prime Contractor has made a good faith effort and thoroughly documented the efforts.

If the County exercises its option to renew the Agreement for another one-year term, it is expected that the EBO subcontracting goal will be met for each subsequent Agreement year when the Agreement amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to the EBO Coordinator, 410-313-6370.

SUBCONTRACTOR REPORTING REQUIREMENTS

Successful Prime Contractors shall provide their subcontractors with the following *Subcontractor Monthly Payment Report*. This report must be submitted by the 10th of each month by the subcontractor even if there has been no payment/work performed for the preceding billing cycle to the Office of Purchasing unless otherwise specified. The form is available for download on the Office of Purchasing web site at www.howardcountymd.gov/purchasing.



**HOWARD COUNTY, MARYLAND
EQUAL BUSINESS OPPORTUNITY (EBO)
SCHEDULE OF PARTICIPATION**

COUNTY USE ONLY	
CONTRACT NAME: <u>Cold Mix, High Performance</u>	
Solicitation /Project#: <u>IFB 2011-34</u>	Contract #: _____ Contract Renewal # _____
Contract Amount: _____	Contract Term: _____ EBO APPROVAL: _____
PRIME CONTRACTOR	
CONTRACTOR NAME: _____	
Address: _____	
Contact Representative: _____	Phone: _____
Email: _____	EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency: _____	Certification #: _____ Contract Amount: \$ _____
COUNTY USE ONLY Amount: _____ Date: _____	
EBO SUBCONTRACTOR	
CONTRACTOR NAME: _____	
Address: _____	
Contact Representative: _____	Phone: _____
Email: _____	EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency: _____	Certification #: _____ % Participation: _____
Services to be performed: _____	
COUNTY USE ONLY Amount: _____ Date: _____	
EBO SUBCONTRACTOR	
CONTRACTOR NAME: _____	
Address: _____	
Contact Representative: _____	Phone: _____
Email: _____	EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency: _____	Certification #: _____ % Participation: _____
Services to be performed: _____	
COUNTY USE ONLY Amount: _____ Date: _____	

Signature (Vendor Official)

Date

Title

*EBO TYPES: AA=African American
ESK= Eskimo
NA= Native American

ASA= Asian American
FEM= Female

DIS= Disabled
HIS= Hispanic

HMA

PRIME CONTRACTOR INVOICING REQUIREMENTS PART ONE



Howard County, Maryland
Office of Purchasing

INVOICE

EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION

The County's EBO Program requires either an on-site review or documentation to be provided to ensure EBO Subcontracting Participation. To assist in the documentation of your firm's participation and compliance with Howard County's EBO goals, **this form is designed to replace your standard invoice or to accompany your invoice for payment** from Howard County, Maryland. **Both pages of this form need to be completed for payment processing as well as a COPY of this form sent to THE OFFICE OF PURCHASING, 6751 COLUMBIA GATEWAY DR., STE 501, COLUMBIA, MD 21046, ATTN: DIANE L GEORGE or dgeorge@howardcountymd.gov.**

Bill To: User Agency: _____ Street Address: _____ City, ST, Zip: _____ Phone Number: _____	Purchase Order No.: <i>(issued from Howard County)</i> _____ Contract Title: <i>(issued from Howard County)</i> _____	Original Contract Amount: <i>(issued from Howard County)</i> \$0.00 Total Contractor Amount Billed to Date: <i>(includes this month's bill)</i> \$0.00 Total Amount Paid to Contractor: \$0.00 Balance Due to Contractor: <i>(this month's bill)</i> \$0.00 Percent of Work Completed to Date: 0%
From: Company Name: _____ Street Address: _____ City, ST, Zip: _____ Phone Number: _____	For the Period of: _____ <input type="checkbox"/> Partial Payment <i>(against referenced PO/SO# above)</i> <div style="text-align: right;">\$0.00</div> <input type="checkbox"/> Final Payment <i>(against referenced PO/SO# above)</i> <div style="text-align: right;">\$0.00</div>	

Quantity	Description of Goods Delivered/Services Performed for Howard County	Unit Price	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
	Tax	\$0.00	\$0.00
Tax - Sales Tax Exemption No. 30001219			Total 0.00



PRIME CONTRACTOR INVOICING REQUIREMENTS PART TWO

Office of Purchasing

INVOICE

EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION

EBO Subcontractor

Company Name: _____

Street Address: _____

City, ST, Zip: _____

Phone Number: _____

* **REMINDER:** EBO SUBCONTRACTORS ALSO REPORT THEIR PARTICIPATION TO THE OFFICE OF PURCHASING MONTHLY ON THE COUNTY'S STANDARD FORM THAT REQUIRES ITEMIZED INVOICES. CONTACT THE EQUAL BUSINESS OPPORTUNITY COORDINATOR IN THE OFFICE OF PURCHASING, WITH EBO PARTICIPATION QUESTIONS AT (410) 313-6370.

EBO Participation Goal: _____ 0% or _____ \$0.00

(from the EBO Participation Form)

Total EBO Amount Billed to Date: _____ \$0.00

(includes this month's bill)

Total Amount Paid to EBO Subcontractor: _____ \$0.00

Balance Due to EBO Subcontractor: _____ \$0.00

(this month's bill)

Total Percent EBO Participation Goal to Date: _____ 0%

Invoice# from EBO Subcontractor	Date of Invoice	Description of Invoice	Total Invoice Amount	Amount Paid to EBO SubContractor
Total			\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this invoice has been completed in accordance with the contract and that the current payment shown herein is now due.

Prime Contractor Authorized Signature

Date

SUBCONTRACTING REPORTING REQUIREMENTS



Howard County, Maryland
Office of Purchasing

SUBCONTRACTOR'S MONTHLY PAYMENT REPORT
EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION

Howard County Office Of Purchasing
Attn: EBO Coordinator
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
Fax: (410) 313-6388

QUESTIONS SHOULD BE DIRECTED TO:
Diane L. George
Interim Equal Business Opportunity Coordinator
Phone: (410) 313-6374
Email: dgeorge@howardcountymd.gov

Your firm has been identified as an EBO Subcontractor for **FILL IN PRIME CONTRACTOR for **CONTRACT TITLE**. To ensure EBO Subcontracting Participation and compliance, you must complete this form and forward via, mail, fax or email to the Office of Purchasing, Attn: Jackie Donaldson-Grey.**

Due by the 10th of Each Month for the Preceding Month

From:
Company Name: _____
Street Address: _____
City, ST, Zip: _____
EBO/MBE Certification #: _____
Services to be Performed: _____

Contact Person: _____
Email Address: _____
Phone Number: _____
Fax Number: _____

For the Period of: _____ **2010**
Original Contract Amount: _____
(issued from Howard County) **\$0.00**
EBO Participation Goal 0% = _____ **\$0.00**
(from the EBO Participation Form)

Invoice# to Prime Contractor	Date of Invoice	Total Invoice Amount	Date Payment was Received	Amount Received from Prime Contractor
Total				\$0.00

Prime Contractor

Company Name: _____
Street Address: _____
City, ST, Zip: _____

Contact Name: _____
Email Address: _____
Phone Number: _____

Authorized Signature

Date

**EXHIBIT I
SAMPLE INVOICE**

SAMPLE INVOICE

Your Company's Name

Address

[Email address](#)

Telephone/Fax Nos.

Mail Invoice To:

Howard County Government

Department/Office Name

Address (From the Purchase Order)

Address

Invoice No.:**Date:****FEIN:**

Contract #: 44XXXXXXXX

Purchase Order #: 2XXXXXXXXX

Performance Period: __/__/10-__/__/10
(For Services)

Cont. Line #	PO Item #	Goods/Services Description	List Price	% Discount	Net Price	Quantity	Extended Price
Total Due Upon Receipt							

Payment Terms:

Please make check payable to ***Your Company's Name*** and remit payment to:*Your Company's Name**Address**Address*

If you have any questions regarding this invoice, please contact

Your Company's Contact Person's Name at ***Telephone No.*** and ***Email Address.***